

Approved For Release 2006/09/20 : CIA-RDP87S00869R000400120005-2

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SECURITY AGREEMENT

1. I  (print full name) hereby agree to accept, as a prior condition of my being provided access to certain classified information held by the Central Intelligence Agency, the obligations contained in this Agreement.

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2. I understand that in the course of my employment or other service with the House Committee on Standards of Official Conduct (hereinafter "Committee") I may be granted access by the Director of Central Intelligence (DCI) to information which is classified in accordance with the standards set forth in Executive Order 12065, as amended or superseded, or previous executive orders, including information which constitutes intelligence sources or methods. I accept that by being granted access to such information I will be placed in a position of special confidence and trust and become obligated to protect the information from unauthorized disclosure.

3. In consideration for being granted such access, I hereby agree that I will never divulge in any form or any manner any information which is classified pursuant to Executive Order which I have obtained in the course of my employment or other service with the Committee to any person other than a Member of the Committee or a Committee staff person authorized by the DCI to receive it, except as provided in paragraph 6 herein. I understand that the burden will be upon me to learn whether information or materials within my control are considered by the DCI to be classified, and who the DCI has authorized to receive such information or materials.

4. I hereby agree to submit to the Chairman of the House Committee on Standards of Official Conduct, all information or materials, including works of fiction, containing any mention of intelligence data or activities, or any other data which may be based upon information classified pursuant to Executive Order, prior to disclosing such information or material to anyone who is not authorized to have access to such classified information. I understand that the purpose of submitting said information or materials is to give the Chairman an opportunity to consult with the DCI, or the DCI's representative, to determine whether the information or materials contain any classified information which I have obtained pursuant to this Agreement. I agree that I will not take any steps toward public disclosure until I have received written permission to do so from the Chairman and from the DCI.

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5. I further understand that all classified information or materials which I may acquire in the course of my employment or other service with the Committee will remain the property of the United States Government. I agree to surrender all such information or materials which may have come into my possession, or for which I am responsible because of my employment or other service with the Committee, upon demand of the Chairman, upon the demand of the DCI with the approval of the Chairman, or upon the conclusion of my employment or other service with the Committee.

6. I hereby agree to notify the Chairman in the event I am called upon by judicial or legislative authorities to testify about or provide information which I have agreed herein not to disclose. I will request that my obligation to testify be clearly established before I disclose such information.

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15. I make this Agreement in good faith, and with no purpose of evasion.

Date

7/6/79

WITNESS:

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Date

July 6 1979

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9. In addition to any other remedy to which the United States Government may become entitled, I hereby assign to the United States Government all rights, title, and interest in any and all royalties, remunerations, and emoluments resulting from any divulgence, publication or revelation of information by me which is prohibited from disclosure by the terms of this Agreement.

10. I understand that the United States Government may, prior to any unauthorized disclosure which is threatened by me, choose to apply to any appropriate court for an order enforcing this Agreement. Nothing in this Agreement constitutes a waiver on the part of the United States to institute a civil or criminal proceeding for any breach of this Agreement by me. Nothing in this Agreement constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal proceedings which may be brought against me. Nothing in this Agreement limits in any way any of the legal rights, responsibilities, or privileges which may exist for either party under the Constitution or laws of the United States.

11. I understand and accept that, unless I am provided a written release from this Agreement or any portion of it by the Chairman, with concurrence therein by the DCI or the DCI's representative, all the conditions and obligations accepted by me in this Agreement apply both during my employment, or other service with the Committee, and at all times thereafter.

12. I understand that the purpose of this Agreement, including those provisions intended to prohibit the unauthorized disclosure of information classified pursuant to Executive Order, is to implement the responsibilities of the DCI, particularly those specified in the National Security Act of 1947.

13. In any civil action which may be brought by the United States Government for breach of this Agreement, I understand that the law of the Commonwealth of Virginia shall govern the interpretation of this Agreement.

14. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, I understand that all other provisions of the Agreement shall remain in full force.

15. I make this Agreement in good faith, and with no purpose of evasion.

[Redacted Signature Box]

Date July 6<sup>th</sup>, 1979.

WITNESS:

[Redacted Witness Name Box]

Printed Name

Date 7/6/79

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SECREC Y AGREEMENT

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1. I  (print full name) hereby agree to accept, as a prior condition of my being provided access to certain classified information held by the Central Intelligence Agency, the obligations contained in this Agreement.

2. I understand that in the course of my employment or other service with the House Committee on Standards of Official Conduct (hereinafter "Committee") I may be granted access by the Director of Central Intelligence (DCI) to information which is classified in accordance with the standards set forth in Executive Order 12065, as amended or superseded, or previous executive orders, including information which constitutes intelligence sources or methods. I accept that by being granted access to such information I will be placed in a position of special confidence and trust and become obligated to protect the information from unauthorized disclosure.

3. In consideration for being granted such access, I hereby agree that I will never divulge in any form or any manner any information which is classified pursuant to Executive Order which I have obtained in the course of my employment or other service with the Committee to any person other than a Member of the Committee or a Committee staff person authorized by the DCI to receive it, except as provided in paragraph 6 herein. I understand that the burden will be upon me to learn whether information or materials within my control are considered by the DCI to be classified, and who the DCI has authorized to receive such information or materials.

4. I hereby agree to submit to the Chairman of the House Committee on Standards of Official Conduct, all information or materials, including works of fiction, containing any mention of intelligence data or activities, or any other data which may be based upon information classified pursuant to Executive Order, prior to disclosing such information or material to anyone who is not authorized to have access to such classified information. I understand that the purpose of submitting said information or materials is to give the Chairman an opportunity to consult with the DCI, or the DCI's representative, to determine whether the information or materials contain any classified information which I have obtained pursuant to this Agreement. I agree that I will not take any steps toward public disclosure until I have received written permission to do so from the Chairman and from the DCI.

5. I further understand that all classified information or materials which I may acquire in the course of my employment or other service with the Committee will remain the property of the United States Government. I agree to surrender all such information or materials which may have come into my possession, or for which I am responsible because of my employment or other service with the Committee, upon demand of the Chairman, upon the demand of the DCI with the approval of the Chairman, or upon the conclusion of my employment or other service with the Committee.

6. I hereby agree to notify the Chairman in the event I am called upon by judicial or legislative authorities to testify about or provide information which I have agreed herein not to disclose. I will request that my obligation to testify be clearly established before I disclose such information.

7. I hereby agree to provide at all times the required degree of protection for information and materials which come into my possession pursuant to this Agreement.

8. I understand that any violation of the terms of this Agreement by me may result in the termination of my access to information provided by the DCI. I also understand that, if I violate the terms of this Agreement, the United States Government may institute a civil proceeding to seek compensatory damages or other appropriate relief. Further, I understand that the unauthorized disclosure of classified information can, in some circumstances, constitute a criminal offense.

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STAT

July 6, 1979  
Date

WITNESS:

Printed Name

July 6, 1979  
Date

STAT

# ROUTING AND RECORD SHEET

**OS REGISTRY**

**\***

**FILE** *Liaison 10*

SUBJECT: (Optional)

FROM: Associate Legislative Counsel  
6D15 HQS

EXTENSION

NO.

OLC 79-1449/17

DATE

06 AUG 1979

TO: (Officer designation, room number, and building)

DATE

RECEIVED

FORWARDED

OFFICER'S INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. OS/SAG/DDA  
GE-31 HQS  
ATTN:

Jack:

Attached are copies of the <sup>STAT</sup>MOU and Secrecy Agreements executed by the House Committee on Standards of Official Conduct. The latter were forwarded to me by Robert Karczewski (SSC), whom I assume retained a copy.

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